UNITED STATES BANKRUPTCY COURT <u>EASTERN</u> DISTRICT OF <u>NEW YORK</u>

| In re_ | Clay Riverview LLC | Case No. 1-20-40381 | |
|--------|--------------------|--|--|
| | Debtor | Reporting Period: <u>08/01/2020-08/31/2020</u> | |
| | | | |
| | | Federal Tax I.D. # 46-4716554 | |

SINGLE ASSET REAL ESTATE COMPANIES

File with the Court and submit a copy to the United States Trustee within 20 days after the end of the month and submit a copy of the report to any official committee appointed in the case.

(Reports for Rochester and Buffalo Divisions of Western District of New York are due 15 days after the end of the month, as are the reports for Southern District of New York.)

| REQUIRED DOCUMENTS | Form No. | Document Attached | Explanation Attached |
|---|-------------------|----------------------|-------------------------|
| Schedule of Cash Receipts and Disbursements | MOR-1 (RE) | Attached | Attached |
| Bank Reconciliation (or copies of debtor's bank | | X | |
| reconciliations) | MOR-1 (CON'T) | | |
| Copies of bank statements | | Х | |
| Cash disbursements journals | | | 1 |
| Statement of Operations | MOR-2 (RE) | X | |
| Balance Sheet | MOR-3 (RE) | | |
| Summary of Unpaid Post-petition Debts | MOR-4 (RE) | X | |
| Copies of tax returns filed during reporting period | | | |
| Rent Roll | MOR-5 (RE) | | |
| Payments to Insiders and Professional | MOR-6 (RE) | | |
| Post Petition Status of Secured Notes, Leases Payable | MOR-6 (RE) | | |
| Cash Flow Projection | MOR-7 (RE) | | |
| Debtor Questionnaire | <u>MOR-8 (RE)</u> | X | |

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the attached documents are true and correct to the best of my knowledge and belief.

| Signature of Debtor /s/ Clay Riverview LLC | Date |
|---|------------------|
| Signature of Authorized Individual* /s/ Bo Jin Zhu | Date, 11/16/2020 |
| Printed Name of Authorized Individual Bo Jin Zhu, Manager | Date |

^{*}Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

| In re Clay Riverview LLC | Case No. <u>1-20-40381</u> |
|--------------------------|---|
| Debtor | Reporting Period: 08/01/2020 - 08/31/2020 |
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BANK RECONCILIATIONS

Continuation Sheet for MOR-1

A bank reconciliation must be included for each bank account. The debtor's bank reconciliation may be substituted for this page.

(Bank account numbers may be redacted to last four numbers.)

| | Operating # | Tax # | Other # |
|--|----------------|----------|------------|
| BALANCE PER BOOKS | 43.65 | | |
| BANK BALANCE | 43.65 | | |
| (+) DEPOSITS IN TRANSIT (ATTACH LIST) | | | |
| (-) OUTSTANDING CHECKS <i>(ATTACH LIST)</i> : | 0 | | |
| OTHER (ATTACH EXPLANATION) | 0 | | |
| | | | |
| ADJUSTED BANK BALANCE * | 43.65 | | |

^{*&}quot;Adjusted Bank Balance" must equal "Balance per Books"

| D) PROSITIS IN TRANSIT | Date | Date" | Amount |
|------------------------|------|-------------|----------|
| 0 | | | |
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| CHECKS OUTSTANDING | GK ₩ | CL # 1/2 10 | "Amoint" |
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| OTHER n/a | | | | |
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| In re_ | Clay Riverview LLC | Case No. 1-20-40381 | |
|--------|--------------------|---|--|
| | Debtor | Reporting Period: 08/01/2020 - 08/31/2020 | |

STATEMENT OF OPERATIONS (Income Statement)

The Statement of Operations is to be prepared on an accrual basis. The accrual basis of accounting recognizes revenue when it is realized and expenses when they are incurred, regardless of when cash is actually received or paid.

| INCOME | MONTH | CUMULATIVE -FILING |
|--|-------|--------------------|
| Rental Income | 0 | TO DATE |
| Additional Rental Income | 0 | 0 |
| Common Area Maintenance Reimbursement | 0 | 0 |
| Total Income (attach MOR-5 (RE) Rent Roll) | 0 | 0 |
| OPERATING EXPENSES | | |
| Advertising | 0 | 0 |
| Auto and Truck Expense | 0 | 0 |
| Cleaning and Maintenance | 0 | 0 |
| Commissions | 0 | 0 |
| Officer/Insider Compensation* | 0 | 0 |
| Insurance | 0 | 0 |
| Management Fees/Bonuses | 0 | 0 |
| Office Expense | 0 | 0 |
| Other Interest | 0 | 0 |
| Repairs | 0 | 0 |
| Supplies | 0 | 0 |
| Taxes - Real Estate | 0 | 0 |
| Travel and Entertainment | 0 | 0 |
| Utilities | 0 | 0 |
| Other (attach schedule) | 0 | 0 |
| Total Operating Expenses Before Depreciation | 0 | 0 |
| Depreciation/Depletion/Amortization | 0 | 0 |
| Net Profit (Loss) Before Other Income & Expenses | 0 | 0 |
| OTHER INCOME AND EXPENSES | | |
| Other Income (attach schedule) | 0 | 0 |
| Interest Expense | 0 | 0 |
| Other Expense (attach schedule) | 0 | 0 |
| Net Profit (Loss) Before Reorganization Items | 0 | 0 |
| REORGANIZATION ITEMS | | |
| Professional Fees | 0 | 0 |
| U. S. Trustee Quarterly Fees | 0 | 0 |
| Interest Earned on Accumulated Cash from Chapter 11 (see | 0 | 0 |
| continuation sheet) | | |
| Gain (Loss) from Sale of Property | 0 | 0 |
| Other Reorganization Expenses (attach schedule) | 0 | 0 |
| Total Reorganization Expenses | 0 | 0 |
| Income Taxes | 0 | 0 |
| Net Profit (Loss) | 0 | 0 |

^{*&}quot;Insider" is defined in 11 U.S.C. Section 101(31).

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| Clay Riverview LLC Debtor | Case No. <u>1-20-40381</u> Reporting Period: <u>08/01/2020 - 08/31/2020</u> | | | |
|-------------------------------|---|---------------------------------------|--|--|
| BREAKDOWN OF "OTHER" CATEGORY | | | | |
| OTHER OPERATIONAL EXPENSES | | | | |
| n/a | | | | |
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| OTHER INCOME | | | | |
| n/a | | · · · · · · · · · · · · · · · · · · · | | |
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| OTHER EXPENSES | | | | |
| n/a | | | | |
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| OTHER REORGANIZATION EXPENSES | | | | |
| n/a | | | | |
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Reorganization Items - Interest Earned on Accumulated Cash from Chapter 11:

Interest earned on cash accumulated during the chapter 11 case, which would not have been earned but for the bankruptcy proceeding, should be reported as a reorganization item.

In re

Clay Riverview LLC

Case No. 1-20-40381

Debtor

Reporting Period: <u>08/01/2020 - 08/31/2020</u>

SUMMARY OF UNPAID POST-PETITION DEBTS

Number of Days Past Due

| | Current | 0-30 | 31-60 | 61-90 | Over 91 | Total |
|--|---------|------|-------|-------|---------|--------------|
| Mortgage | | | | | | 0 |
| Rent | _1 | | | | | 0 |
| Secured Debt/Adequate Protection | | | | | | \$7,853,321. |
| Payments | | | | | | 20 |
| Professional Fees | | | | | | |
| Real Estate Taxes | | | | | | |
| Other Post-Petition debt (list creditor) | | | | | | |
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| | | | | | | |
| Total Post-petition Debts | | | | | | \$7,853,321. |

| Explain how and when the Debtor intends to pay any past due post-petition debts. Upon sale of real property owned by a subsidiary | | | | | | | |
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| In re_Clay Riverview LLC | Case No. 1-20-40381 |
|--------------------------|--|
| Debtor | Reporting Period: <u>08/01/2020 - 08/31/2020</u> |

DEBTOR QUESTIONNAIRE

| Must be completed each month. If the questions is "Yes", provide a detailed | | Yes | No |
|---|-------------------------------|-----|----|
| Attach additional sheets if necessary. | | | |
| Have any assets been sold or transferred | outside the normal course of | V-, | х |
| business this reporting period? | | | Ţ, |
| Have any funds been disbursed from any | | | х |
| in possession account this reporting period | | | |
| Is the Debtor delinquent in the timely fil returns? | ing of any post-petition tax | | х |
| Are workers compensation, general liabi | | | х |
| 4 insurance coverages expired or cancelled | | | |
| notice of expiration or cancellation of su | ch policies? | | |
| 5 | · | | х |
| Is the Debtor delinquent in paying any ir | | | |
| Have any payments been made on pre-poperiod? | | | x |
| Are any post petition receivables (account | nts, notes or loans) due from | | х |
| related parties? | | | |
| 8 Are any post petition State or Federal inc | | | х |
| 9 Are any post petition real estate taxes pa | | X | |
| 10 Are any other post petition taxes past du | e? | | x |
| Have any pre-petition taxes been paid du | ring this reporting period? | | x |
| 12 Are any amounts owed to post petition c | | | х |
| Have any post petition loans been been r | eceived by the Debtor from | | х |
| any party? | | | |
| 14 Is the Debtor delinquent in paying any U | | | x |
| Is the Debtor delinquent with any court of or other professionals? | | | x |
| Have the owners or shareholders receive the normal course of business? | d any compensation outside of | | х |

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Case 1-20-40381-nhl Doc 63 Filed 11/17/20 Entered 11/17/20 10:08:58 Bank America's Most Convenient Banke E STATEMENT OF ACCOUNT CLAY RIVERVIEW LLC Page: **DIP CASE 20-40381 EDNY** Statement Period: Aug 01 2020-Aug 31 2020
Cust Ref #: 4377289082-039-E-***
Primary Account #: 437-7289082 8710 QUEENS BLVD FL 1 ELMHURST NY 11373 Chapter 11 Checking CLAY RIVERVIEW LLC Account # 437-7289082 **DIP CASE 20-40381 EDNY** ACCOUNT SUMMARY Beginning Balance 43.65 Average Collected Balance 43.65 Interest Earned This Period Interest Paid Year-to-Date Annual Percentage Yield Earned **Ending Balance** 0.00 43.65 0.00 0.00% Days in Period 31 DAILY ACCOUNT ACTIVITY No Transactions this Statement Period ill 1-800-937-2000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com Deposits FDIC Insured | TD Bank, N.A. | Equal Housing Lender

| tr | Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded. | | credit transfers which do not appear on this statement. Total the deposits and enter on Line 2. | | Total + Deposits | | | | |
|---------------------------------------|---|------------------|--|---|------------------|-------|---------------------------------------|---------|-------|
| · A | Add any interest earned if you have an interest-bearing account. | | | 3. Subtotal by adding lines 1 and 2. | | | 6 | | |
| · A | Add any automatic deposit or overdraft line of credit. Review all withdrawals shown on this statement and check them off in your account register. Follow instructions 2-5 to verify your ending account balance. | | | 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4. 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance. | | | Total - Withdrawals Adjusted Balance | | |
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TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.